Case 1:19-cr-00696-PAE Document 284 Filed 10/01/21 Page 1 of 20

GateGuard®

Trusted by hundreds of top property owners and managers.

UNITED STATES v TEMAN United States v. Teman (1:19-cr-00696)

RE: Motion to remove items "h" and "i" from the most-recent order.

Your Honor,

On behalf of the corporations Friend or Fraud Inc, GateGuard Inc, Touchless Labs Inc, PropertyPanel Inc, and 12gurus LLC, and myself, and all those so situated similarly, I write to respectfully request and motion that Your Honor remove the items "h" and "i" from the recent order (DOC 283; S2 19-CR-696 (PAE)) for the following reasons:

First, Pretrial services has stated they cannot monitor the billing and invoicing for these companies in a "timely manner". This will prevent us from serving our customers, most of whom are happy and wish to continue the use of our services. I direct Your Honor to the sentencing letters from our customers, which Your Honor read in July, where they explicitly state we are upfront about our services and they enjoy them and wish to continue them.

Second, these companies service hundreds of buildings around the United States, many outside of SDNY and many inside SDNY, which pay monthly or yearly fees for intercoms, monitoring, and other services, and whose payments are needed to cover server expenses and other services to keep the services alive. Hundreds of clients, and thousands of tenants around the country, will be denied service if the companies are unable to bill clients for services and pay our vendors.

This is a critical issue because these tenants use GateGuard devices to admit deliveries of food, medicines, nursing aids, guests, children, and the like. An interruption in our ability to be paid for our services would cost multifamily owners millions of dollars in expenses to replace these devices.

In fact, Your Honor's close personal friend and former colleague, AUSA Margaret Graham's law enforcement partners in the Federal/NYPD joint taskforce use GateGuard to monitor suspected gang activity in SDNY, and even have a login to GateGuard's backend! If we cannot afford to keep the servers alive, they will be unable to continue monitoring this service¹. This is not the only NYPD or NYPD-affiliated group to use GateGuard for law enforcement purposes, and I cannot speak to whether law enforcement outside of SDNY and EDNY are also using GateGuard logs, but I can say for certain that property managers across the country are using GateGuard's logs to enforce against illegal hotels and sublets, keeping their properties safer and in compliance with the law.

¹ We learned about this after trial. Perhaps Mr. Bhatia can explain why his colleagues and partners use and praise GateGuard, but SDNY failed to disclose this. Seems like a Brady issue. Perhaps Your Honor can ask Mr. Bhatia to explain to the Court and defense the extent to which his colleagues and their law enforcement partners used and continue to use GateGuard, a service Bhatia falsely claimed to the jury didn't work and was a "brazen" scam.

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Third, this order denies the due process rights of these companies, and constitutes what we believe to be an unlawful taking from the companies and their clients. There was no trial about recurring billing, no trial about invoicing practices or billing practices. None of these entities were afforded the ability to exercise their due process rights. These companies were not on trial, and were not given the opportunity to present their side. I am not the sole owner or investor or team member of all of these companies (Friend or Fraud Inc, the parent company of GateGuard, for example, has investors from Appaloosa, Goldman Sachs, FirstRound Capital, FirstService Residential, etc), and the other shareholders, investors, and team members have not been afforded their day in court.

Fourth, these items constitute an additional punishment outside of sentencing, for which I have not been given credit and have not been afforded my due process rights to argue against. They were added only after I lost my counsel, which seems especially unfair.

Fifth, these items have nothing to do with the reason for the requested bond change, which was to allow me to get frequent MRIs and other scans without the monitoring device delaying testing or causing additional risk. It seems especially unfair and punitive to punish me for needing to treat a brain tumor or legion by killing my comapanies' ability to earn a living and pay for my medical expenses. It will also prevent me from being able to afford counsel.

Sixth, our customers are "sophisticated entities", corporations and owners of corporations, with attorneys they use regularly, who review our online terms before purchasing, and who must affirmatively assent that they have read and underwood and accepted the online terms in order to submit any order.

Under *Meyer v Kalanick*, they are bound by the terms. These same terms were upheld just two days ago in *GateGuard v MVI Systems* (1:19-cv-02472-JPC-DCF) by the Honorable District Judge John P. Cronan, including the Dispute Terms subpage (which is in evidence in *United States v Teman*) which states, "(vii) that we may withdraw fees from your accounts, in any way we'd like, at any time." Thus, we have Judge Cronan saying that our terms are lawful and enforceable. (The question there was about the enforceability of an Arbitration clause, a similar question to *Jetsmarter v Porcelli*, with which your Honor is very familiar as your Honor ruled that Porcelli was bound by the Jetsmarter terms despite claiming not to have read them and must go to arbitration) There is no service, from Touchless Labs LLC (SubletSpy) or GateGuard which a client of any of my companies can sign up for without affirmatively assenting to terms in a manner as outlined in *Meyer v Kalanick* and/or *Jetsmarter v Porcelli*, and the like. In fact, we do more than just a hyperlinked disclaimer, we refuse to submit the order if a box is not checked! The Terms for SubletSpy and GateGuard were drafted and structured by licensed attorneys (at GKH law and at Subar law, respectively), not me.²

Thus, these clients have opportunity and have always had opportunity to review the terms and conditions in full before ordering, and once they order, they have affirmatively assented to the terms and conditions. There is nothing more that Pretrial Services can do to ensure that we are in compliance with the law when clients sign up for these services, and unlike our counsel, Officer Ozoria and Officer Bostic, while wonderful people, are not upon information and belief, licensed attorneys with experience in corporate contracts and online terms documents.

² And, as I have stated before, I did not "Structure" the terms for GateGuard that were in effect when the clients in *US v Teman* signed up and affirmatively assented to having read and accepted the terms, our corporate lawyers did. Thus, I could not have *mens rea* to defraud through the "Structure" of our Terms, because I did not structure them (and our corporate lawyers clearly copied Airbnb's terms structure so they had no such *mens rea*) and this is why there is no evidence that I structured them, and also why Attorney Reinitz not only told clients they were bound by them, but filed *two* federal lawsuits based on these terms before this trial. But I will leave that for the Second Circuit. Still, it goes to the lack of due process issue here.

Seventh, the only remedy that would free these companies from this unconstitutional order would be for me to sell or give away the companies immediately so they are not affiliated with me and cannot be subject to this order. Being forced to do so would also constitute an unlawful taking from me, as it it outside the bounds of sentencing and I and these companies have not been afforded a trial on the matter of invoicing, billing, recurring billing, and the like. The trial was about "counterfeit" RCCs, and even Soon-Osberger admits she saw that the Payment Terms applied and "chose" to not click them -- so I'm being imprisoned (I have already spent 19 months in near-solitary confinement -- 8 of those due to the 6 months Mr. Biale failed to disclose his conflict, and Ms. Graham and Mr. Bhatia and, respectfully Your Honor, and 2 months time they took holding my funds hostage) and my life destroyed because Soon-Osberger claims she "chose" to interpret part of a contract her own way, apparently³. But that doesn't change the fact that none of these entities have been afforded their due process rights, and that forcing me to sell them would be an unlawful taking without due process.

Eighth, Your Honor recently made another false accusation against me, suggesting that I had a journalist, Mr. Kampeas, JTA Washington D.C. Bureau Chief, email chambers. I attach Mr. Kampeas' letter regarding this, and note he and other Journalists feel Your Honor has created a "Chilling Effect" on Freedom of Press in this case.

I will note that the Wall Street Journal has recently commented on a Tweet by NYPost journalist Lois Weiss' tweet about Your Honor's failure to disclose Your Honor's relationship with Noam Biale for the six months he represented me⁴, providing their email asking myself and Ms. Weiss to reach out, and thus I hope Your Honor will not further retaliate against me for acts of journalism by seasoned journalists over whom I have no control.

A number of journalists, and others have expressed to the Defendant that they are gravely concerned that the recent order is retaliation for Mr. Kampeas asking what Your Honor felt was a question "favorable" to the defense, and an attempt to crush my companies and deny me the resources I need for my very survival including the ability to pay for food, rent, and medical care.

³ Not to mention her violating her Subpoena and failing to include the emails, since provided by Shelly Jenkins Pecot, where she was told by her own fellow board members she was "legally liable" for the fees, and outlining the dates where I warned the Mercer shareholders and board of the fees they would incur if they tampered with and disabled the GateGuard device. Ms. Pecot's affidavit and the two emails Ms. Soon-Osberger and Ms. Hom failed to provide in discovery, in violation of their subpoenas, are attached for Your Honor's convenience. Should Your Honor or Ms. Strauss wish to dismiss the counts relating to Ms. Soon-Osberger, I will not object.

⁴ Mr. Biale's firm was retained and began work in June, despite filing an appearance in November and being fired immediately upon disclosure of the conflict in December. His representation was not "brief", as Your Honor wrote, and he actively sabotaged my defense and worked to delay us from uncovering additional disclosure violations by his wife's team, though I do not believe it fair for his mentor and close personal friend to be the one to adjudicate it, nor would we get a fair hearing in such a situation so we have left it for the Second Circuit. If Your Honor is interested in whether or not Mr. Biale and Mr. Bhatia and Ms. Graham's *willful* disclosure violation harmed me (caused "legal damage"), I would respectfully request someone who is not Mr. Biale's mentor and close personal friend adjudicate that topic.



Summary

Respectfully, there is no basis in the facts of the case or the law for ordering these companies to stop billing their customers or to have the Federal Government check every invoice and bill. The order appears to be clear retaliation for a journalist asking a question or questions "favorable" to the defense.

Defense therefore respectfully requests and motions for items h and i in the most-recent order to be voided for the reasons above.

Thank you

Ari Teman,

Pro se

To whom it may concern,

My name is Ron Kampeas. I am the Washington, D.C. bureau chief of the Jewish Telegraphic Agency (JTA), responsible for coordinating coverage in the U.S. capital and analyzing political developments that affect the Jewish world. Prior to this, I worked at The Associated Press, starting in 1992 in Jerusalem, and then in its bureaus in New York, London and, most recently, Washington. I also worked for The Jerusalem Post in Israel, which still publishes my work originating with the JTA.

In my JTA role, I have reported-on and edited stories about Mr. Teman since December 2009, when he was an official guest of President and Mrs. Obama at the White House Hanukkah party. The JTA has covered Mr. Teman's roles as the founder of the JCorps International volunteer organization, the Jewish Federation's North American "Hero of the Year", a standup comedian who has performed for the Israel Ambassador Ido Ahroni, in Israel's National Theater, and for a myriad of Jewish organizations, and for his various other charitable and advocacy projects.

Thus, as a result of JTA's ongoing interest in Mr. Teman's activities, I covered the campaign for his pardon. (https://www.jta.org/quick-reads/the-orthodox-and-the-unorthodox-appeal-to-trump-pardon-ari-teman) and I continue to maintain an interest in the case.

I directed a question to Judge Engelmayer and to U.S. Attorney Audrey Strauss related to new evidence that had emerged post-sentencing.

It was unsettling then to get a request from Mr. Teman's defense attorney instructing me, at Judge Engelmayer's request, to direct inquiries to the District Executive and not to the judge. This was untoward because government employees who are required by protocol to defer to a spokesman to handle press requests conventionally forward the request for information to the spokesman, who in turn contacts the reporter. There is no need to involve outside parties, particularly attorneys (!!!) in this procedure.

Furthermore, the insinuation that I was asking the question at Mr. Teman's behest improperly implicates me as part of Mr. Teman's defense team. A judge blurring the line between the separate estates preserving democratic interactions is not a healthy phenomenon.

Ron Kampeas,

Washington Bureau Chief, JTA

August 31, 2021

Shelly Jenkins Pecot 18 Mercer St. New York NY 10013 shelly.pecot@gmail.com (917) 561-6505

Judge Paul Engelmayer District Judge Southern District of New York 40 Foley Square New York, NY 10008

August 21, 2021

Your Honor,

My name is Shelly Jenkins Pecot. I am a shareholder at 18 Mercer. I was out of the country when I was subpoenaed to testify.

With regard to 18 Mercer, I do not believe Ari Teman should go to prison.

Ari Teman did warn myself and other shareholders of what he said were the following terms in the contract he signed with our then board Vice President via an online document.

- 1. There was an \$18,000 fee for removing the device
- 2. There was a \$10,000 fee for collections
- 3. There would be attorney fees
- 4. There was binding arbitration
- 5. That he believed he had the right to draft owed monies from our bank account

I confirm that I did text with Mr. Teman and that the texts he has shown to me are accurate and match those on my phone.

I also confirm that I did forward the two attached emails to Mr. Teman on Aug 19th.

I do not live in New York and was only at the coop for a few days while Mr. Teman's device was installed. During that time, the device was connecting to the app but seemed to be disconnected from the door lock.

My personal interactions with Mr. Teman on this matter were amicable at first. I believed that he wanted to work with us to get his device working properly. Mr. Teman told me that our internet was not sufficient to run the device and that he had informed the board of this. Mr. Teman also told me that he had added a new router to help with this issue.

I was informed by another shareholder that this shareholder had been told by contractors that Bonnie Soon-Osberger had instructed them to disconnect the device. At the time, my suspicion was that it had been sabotaged to justify going with a different company. However, I had no direct proof of this and now believe they were referring to when the device was removed to be replaced.

I have no direct knowledge of Mr. Teman's interactions with the board or management. However the management team did insist to shareholders that they had no interactions with Mr. Teman. Mr. Teman forwarded me emails between himself and management to show me that they were not being truthful.

I am out of state, but I would be happy to speak by Zoom on this matter if you have any further questions.

Shelly Jenkins Pecot

Aug 20, 2021

Shelly Precot appeared before the on august 20th 2021

MELODY HANNIGAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20064012643
MY COMMISSION EXPIRES APR. 05, 2022

Melody Hannigan as notary



Ari Teman <ari@teman.com>

Fwd: How do we resolve this intercom situation?

1 message

shelly pecot <shelly.pecot@gmail.com>
To: Ari Teman <ari@teman.com>

Thu, Aug 19, 2021 at 2:49 PM

----- Forwarded message ------

From: margaret <margaret@dogbarksound.com>

Date: Mon, Dec 3, 2018 at 11:44 AM

Subject: Re: How do we resolve this intercom situation?

To: Jackie Monzon < jackie@crystalrmi.com>

Cc: Tracey Tooker <traceytooker@icloud.com>, Bonnie Soon-Osberger

shp83@hotmail.com <shp83@hotmail.com>, Shelley Pecot <shelly.pecot@gmail.com>, dick <rwien@cbs.com>, robi.buldini@gmail.com <robi.buldini@gmail.com>, Caroline Cabrera <caroline@crystalrmi.com>, Gina Hom <Gina@crystalrmi.com>

By 'the board' so you mean Bonnie and Stephanie? I'm a board member and I have no idea where things stand with the intercom.

The last communications from Ari Teman:

10/5 An e-mail from Ari stated that there was a 10 year contract and he would put a lien on the building.

10/22 The next e-mail from Ari stating that it would cost \$18,000 to disable the device and \$10,000 in collections if he wasn't paid in full.

The last communication from Bonnie.

10/22 An e-mail to Ari stating that he would hear from our attorney that week

And that's the only information the shareholders have. Are we involved in a lawsuit? Are we working on getting another intercom? Is there some reason the shareholders can't have this information?

Thank you,

Margaret

On Dec 3, 2018, at 10:16 AM, Jackie Monzon wrote:

The Board is working on this.

Jackie Monzon President 1441 Broadway, Suite 5047 New York, NY 10018 646 569-5574

Jackie@crystalrmi.com www.crystalrmi.com

NOTICE: The information contained in this message may be privileged, confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination,

distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email and delete this message from your computer. Thank you for your cooperation.

Original Mes	ssage
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From: Margaret <margaret@dogbarksound.com> Sent: Saturday, December 1, 2018 12:25 PM To: Tracey Tooker <traceytooker@icloud.com>

Cc: Bonnie Soon-Osberger <bsoon-osberger@metisource.com>; shp83@hotmail.com; Shelley Pecot

<shelly.pecot@gmail.com>; dick <rwien@CBS.com>; robi.buldini@gmail.com; Jackie Monzon

<jackie@crystalrmi.com>; Caroline Cabrera <caroline@crystalrmi.com>; Gina Hom

<Gina@crystalrmi.com>

Subject: Re: How do we resolve this intercom situation?

I don't know. Anytime I ask Bonnie, Stephanie or management for update on what is being done to get a functioning intercom I get no answer.

Sent from my iPhone

Sent from my iPhone

On Dec 1, 2018, at 12:08 PM, Tracey Tooker <traceytooker@icloud.com> wrote:</traceytooker@icloud.com>	
Been going on for months?	
Tracey	



Ari Teman <ari@teman.com>

Fwd: Who moved the intercom at 18 Mercer?

1 message

shelly pecot <shelly.pecot@gmail.com>
To: Ari Teman <ari@teman.com>

Thu, Aug 19, 2021 at 4:34 PM

10. All Terrait variagionali.com

Ari, I have to send this to you because it is the right thing to do. Please don't make me sorry I did it. I wish you all the best. I appreciate very much that you explained and apologized for your prior actions.

Shelly

----- Forwarded message ------

From: Margaret <margaret@dogbarksound.com>

Date: Mon, Oct 22, 2018 at 11:40 AM

Subject: Re: Who moved the intercom at 18 Mercer?

To: Bonnie Soon-Osberger <bsoon-osberger@metisource.com>

Cc: Stephanie Phillip <shp83@hotmail.com>, bonnie soonosberger <bsoonosberger@gmail.com>, Mark Osberger <mark.axisfilms@gmail.com>, Angela Huang <ahuang30@gmail.com>, <traceytooker@hotmail.com>, <rwien@cbs.com>, Roberta Buldini <robi.buldini@gmail.com>, Cc: Jackie Monzon <jackie@crystalrmi.com>, Archie Davidson

<inchfitness@aol.com>, <shelly.pecot@gmail.com>

We know who moved it. You told the men working on the lobby to move it. (they told me) So I guess you're legally liable.

Sent from my iPhone

On Oct 22, 2018, at 1:14 PM, Bonnie Soon-Osberger

bsoon-osberger@metisource.com> wrote:

All-

Please discard any communication from Ari Teman.

It is unfortunately that he has very bad reputation and it aligns with his behavior to make repreat legal threats

<image004.jpg>

	^
Law And More: Ari Ternan - Is He Magnet For Trouble? sawandmore hypepad comitine and more!. Jan-ternan-Is-he-magnet-for-trouble html + Nov 11, 2014. If the name Ari Teman sounds familiar, you might recall his had experience. Acabelics Anonymous: Why Ne Major Class-Action Lawsuits. You visited this page on 3/6/18.	
Comedian's Lawsuit Charges Fellow Standup With Harassment https://www.indiaatroad.com/lawsuit.//article_Saftba024-8865-5275-a497-7845610 Aug 18, 2018 - Comedian's Lawsuit Charges Fellow Standup With Harassment has filed a lawsuit in Manhattan Supreme Court, charging that Ari Temon has.	
Ripoff Report Ari Teman, Teman Complaint Review New York , New https://www.npoffreport.com/_rari-teman-teman/_jari-deman-teman-ari-teman-ari-teman-ari-teman. Ang 20, 2017 - Ari Teman, Teman Ari Teman, Ari Teman, Ari Teman, Teman, Landford Spy Liar, Fraud, Scham Artist, Con Artist, Renter, Subletter, Party Boy You visited this page on 9/6/18.	
Airbnb orgy victim says he's 'blacklisted' from NYC apartments - NY www.nydailynews.com/_Jarbnb-orgy-victim-homeless-blacklisted-leasing-article-1.2 - May 29, 2015 - Comedian Art Tessan rented his New York Apartment on Airbnb only to like househeds of thousands named in New York housing court cases Minsing Javasaits Minst include Newsuits You visited this page on 545-18.	
Ari Terman on Twitter: *Can a penis file #lawsuit for neglect and breach https://twitter.com/ariteman/status/197109760611450881 Apr 30, 2012 - NYC, TLV, ariteman.com. Joined September 2008 Can a penis file #lawsuit for neglect and breach of implied contract after 4 mos of dating?	V

We will take up with our attorney at this point for his advice for laws under consumer protection as his intercom panel is defective.

I believe anyone has direct contact with him before or moving without going through our management will have legal liability or sequence.

Thanks,

Bonnie

We are still waiting on board vote results from yesterday. It is taking a ridiculous amount of time to count 6 ballots.



Message by (917) 561-6505: Jackie has them so who knows what she is up to, Thursday, January 17 2019, 11:30 AM

Jackie has them so who knows what she is up to

(917) 561-6505 · Jan 17, 11:30 AM

Message by You: I think you need to sue, Thursday, January 17 2019, 11:31 AM

I think you need to sue

Jan 17, 11:31 AM



Message by (917) 561-6505: I am, Thursday, January 17 2019, 11:31 AM

I am

(917) 561-6505 • Jan 17, 11:31 AM

Message by You: Talk to Michelle Itkowitz, Thursday, January 17 2019, 11:31 AM

Talk to Michelle Itkowitz

Message by You: Tell her I sent you, Thursday, January 17 2019, 11:31 AM

Tell her I sent you

Jan 17, 11:31 AM

Message by (917) 561-6505: Cool,, Thursday, January 17 2019, 11:31 AM

Cool,

(917) 561-6505 · Jan 17, 11:31 AM



Message by (917) 561-6505: We won the board, trying to find out where your intercom is, Thursday, January 17 2019, 2:00 PM

We won the board, trying to find out where your intercom is

(917) 561-6505 • Jan 17, 2:00 PM

Message by You: Amazing!!!!, Thursday, January 17 2019, 2:07 PM

Amazing!!!!

Message by You: I'm so happy for you!, Thursday, January 17 2019, 2:07 PM

I'm so happy for you!

Jan 17, 2:07 PM

Message by You: Did you find the intercom, Tuesday, January 22 2019, 10:17 AM

Did you find the intercom

Jan 22, 10:17 AM

Message by (917) 561-6505: Yes was just told by management that it is in the basement., Tuesday, January 22 2019, 10:48 AM

Yes was just told by management that it is in the basement.



Message by (917) 561-6505: How would you like us to handle?, Tuesday, January 22 2019, 10:48 AM

How would you like us to handle?

(917) 561-6505 · Jan 22, 10:48 AM

Message by You: I've got to find a guy and time to re install it, Tuesday, January 22 2019, 10:49 AM

I've got to find a guy and time to re install it

Message by You: Hopefully next week, Tuesday, January 22 2019, 10:49 AM

Hopefully next week

Jan 22, 10:49 AM

Message by (917) 561-6505: Let me talk to the board. The new system is installed and working., Tuesday, January 22 2019, 10:50 AM

Let me talk to the board. The new system is installed and working.

(917) 561-6505 · Jan 22, 10:50 AM



Message by (917) 561-6505: I am out of the country but the exchange I saw was management saying it would be returned to you. I've said then we need to work something out with you but to be honest o have not had access to what has and has not been paid until now., Tuesday, January 22 2019, 10:52 AM

I am out of the country but the exchange I saw was management saying it would be returned to you. I've said then we need to work something out with you but to be honest o have not had access to what has and has not been paid until now.

(917) 561-6505 · Jan 22, 10:52 AM

Message by You: The fee for removal in the contract is \$18,000., Tuesday, January 22 2019, 10:52 AM

The fee for removal in the contract is \$18,000.

Jan 22, 10:52 AM



Message by (917) 561-6505: Let me take a look at everything -, Tuesday, January 22 2019, 10:53 AM Let me take a look at everything -

(917) 561-6505 • Jan 22, 10:53 AM

Message by You: Honestly given the nightmare this was, and outright abusive behavior, i'm not going to come down from that. So I'd recommend keeping our device, but I'm ok taking the check, Tuesday, January 22 2019, 10:54 AM

Honestly given the nightmare this was, and outright abusive behavior, i'm not going to come down from that. So I'd recommend keeping our device, but I'm ok taking the check

Jan 22, 10:54 AM



Message by (917) 561-6505: We'll have to talk to our attorney then and get everyone's side. But let's not get ahead of ourselves, the new board is getting very different stories from each side. We need to look at everything, Tuesday, January 22 2019, 10:58 AM

We'll have to talk to our attorney then and get everyone's side. But let's not get ahead of ourselves, the new board is getting very different stories from each side. We need to look at everything

(917) 561-6505 · Jan 22, 10:58 AM

Message by You: If it involves lawyers there's a fee for that and binding arbitration, Tuesday, January 22 2019, 10:59 AM

If it involves lawyers there's a fee for that and binding arbitration

Message by You: Honestly I helped you a lot, so I'm finding your sudden change in tone upsetting, Tuesday, January 22 2019, 11:00 AM

Honestly I helped you a lot, so I'm finding your sudden change in tone upsetting

Jan 22, 11:00 AM

Message by (917) 561-6505: No change, I just do not have the authority to write you a check for 18k, Tuesday, January 22 2019, 11:01 AM

No change, I just do not have the authority to write you a check for 18k



Message by (917) 561-6505: But I absolutely want to help work this out, Tuesday, January 22 2019, 11:01 AM

But I absolutely want to help work this out

(917) 561-6505 • Jan 22, 11:01 AM

Message by You: So return the Butterfly, Tuesday, January 22 2019, 11:02 AM

So return the Butterfly

Message by You: Because we will remove and replace it per the contract, Tuesday, January 22 2019, 11:02 AM Because we will remove and replace it per the contract

Jan 22, 11:02 AM



Message by (917) 561-6505: Ari i don't have that authority, but give us a few days to figure it all out, Tuesday, January 22 2019, 11:02 AM

Ari i don't have that authority, but give us a few days to figure it all out

(917) 561-6505 • Jan 22, 11:02 AM

Message by You: OK, Tuesday, January 22 2019, 11:03 AM

OK

Jan 22, 11:03 AM

Message by (917) 561-6505: Thank you!, Tuesday, January 22 2019, 11:03 AM

Thank you!

(917) 561-6505 • Jan 22, 11:03 AM



Message by (917) 561-6505: Quick question, did you interact with Jackie?, Tuesday, January 22 2019, 11:12 AM Quick question, did you interact with Jackie?

(917) 561-6505 · Jan 22, 11:12 AM

Message by You: By email if you mean the manager, Tuesday, January 22 2019, 11:36 AM

By email if you mean the manager

Jan 22, 11:36 AM



Message by (917) 561-6505: Yes the manager -, Tuesday, January 22 2019, 11:44 AM

Yes the manager -

(917) 561-6505 · Jan 22, 11:44 AM

Message by You: Yes and she was also made aware if the contract terms, Tuesday, January 22 2019, 11:44 AM

Yes and she was also made aware if the contract terms

Message by You: I can get you guys a much better management company, Tuesday, January 22 2019, 11:44 AM

I can get you guys a much better management company

Jan 22, 11:44 AM

Message by (917) 561-6505: She claims she had no Interaction with you. Anything you can forward to show otherwise would be helpful, Tuesday, January 22 2019, 11:46 AM

She claims she had no

Interaction with you. Anything you can forward to show otherwise would be helpful



Yes on better management!

(917) 561-6505 • Jan 22, 11:46 AM

Message by You: Many emails with her and her company, Tuesday, January 22 2019, 12:30 PM

Many emails with her and her company

Message by You: And screenshots of Sandy at the device, Tuesday, January 22 2019, 12:30 PM

And screenshots of Sandy at the device

Jan 22, 12:30 PM



Message by (917) 561-6505: That would be helpful, my email is shelly.pecot@gmail.com, Tuesday, January 22 2019, 12:34 PM

That would be helpful, my email is shelly.pecot@gmail.com

(917) 561-6505 · Jan 22, 12:34 PM

Message by You: We're putting a lien on your building, and every unit next week, Thursday, March 14 2019, 10:20 PM We're putting a lien on your building, and every unit next week

Message by You: Then we'll file a lawsuit and include Fraud to get 3x damages, and your own written messages to me will back it up, Thursday, March 14 2019, 10:21 PM

Then we'll file a lawsuit and include Fraud to get 3x damages, and your own written messages to me will back it up Message by You: Have a good night, Thursday, March 14 2019, 10:21 PM

Have a good night

Message by You: I believe you're two faced and used me with no intention to be helpful, Thursday, March 14 2019, 10:21 PM

I believe you're two faced and used me with no intention to be helpful

Mar 14. 10:21 PM

Message by (917) 561-6505: Wow, Thursday, March 14 2019, 10:21 PM

Wow



Message by (917) 561-6505: You are truly barking up the wrong tree., Thursday, March 14 2019, 10:22 PM You are truly barking up the wrong tree.

(917) 561-6505 • Mar 14, 10:22 PM

Message by You: I have a contract I'll enforce, Thursday, March 14 2019, 10:27 PM

I have a contract I'll enforce

Message by You: Your board should think hard if they want this fight, Thursday, March 14 2019, 10:27 PM

Your board should think hard if they want this fight

Message by You: Because all her email and yours will go into the filing, immediately public record, Thursday, March 14 2019, 10:28 PM

Because all her email and yours will go into the filing, immediately public record

Message by You: Or just pay what you owe, Thursday, March 14 2019, 10:28 PM

Or just pay what you owe

Mar 14, 10:28 PM



Message by (917) 561-6505: Super confused where this is coming from?, Thursday, March 14 2019, 10:39 PM Super confused where this is coming from?

(917) 561-6505 · Mar 14, 10:39 PM

Message by You: There's a few for removing our device and disabling it. It's in your contract. We provide the device with a contract that we'll be paid monthly for years, Thursday, March 14 2019, 10:40 PM

There's a few for removing our device and disabling it. It's in your contract. We provide the device with a contract that we'll be paid monthly for years

Message by You: And if you remove the device you have to pay the removal fee, Thursday, March 14 2019, 10:40 PM And if you remove the device you have to pay the removal fee

Message by You: I was very very clear about this in multiple emails, Thursday, March 14 2019, 10:41 PM

I was very very clear about this in multiple emails

Message by You: Gave you guys very clear warnings, Thursday, March 14 2019, 10:41 PM

Gave you guys very clear warnings

Mar 14, 10:41 PM



Message by (917) 561-6505: Then send a bill?, Thursday, March 14 2019, 10:42 PM

Then send a bill?

(917) 561-6505 • Mar 14, 10:42 PM

Message by You: That's not how it works in the contract but OK. I'll send the \$50,000 invoice tomorrow and draw the account, Thursday, March 14 2019, 10:43 PM

That's not how it works in the contract but OK. I'll send the \$50,000 invoice tomorrow and draw the account Mar 14, 10:43 PM



Message by (917) 561-6505: And the board will deal with that?, Thursday, March 14 2019, 10:43 PM

And the board will deal with that?

(917) 561-6505 • Mar 14, 10:43 PM

Message by You: Thanks. Cheers., Thursday, March 14 2019, 10:43 PM

Thanks, Cheers,

Message by You: Nope. Nothing to deal with. You already voted to approve our contract and I've got that in writing, too, from her, Thursday, March 14 2019, 10:44 PM

Nope. Nothing to deal with. You already voted to approve our contract and I've got that in writing, too, from her

Message by You: Contract gives us permission to draw the account so we'll do that and send a recee, Thursday, March 14 2019, 10:45 PM

Contract gives us permission to draw the account so we'll do that and send a recee

Mar 14, 10:45 PM



Message by (917) 561-6505: I sincerely don't understand why are being so hostile?, Thursday, March 14 2019, 10:45 PM

I sincerely don't understand why are being so hostile?

(917) 561-6505 • Mar 14, 10:45 PM

Message by You: Receipt, Thursday, March 14 2019, 10:45 PM

Receipt

Message by You: Because you suddenly were nonresponsive and threw us out after I went to bat for you, Thursday, March 14 2019, 10:45 PM

Because you suddenly were nonresponsive and threw us out after I went to bat for you

Mar 14, 10:45 PM



Message by (917) 561-6505: And I was involved in your contract, Thursday, March 14 2019, 10:46 PM

And I was involved in your contract

(917) 561-6505 • Mar 14, 10:46 PM

Message by You: So now you'll just pay us and we'll be done, Thursday, March 14 2019, 10:46 PM

So now you'll just pay us and we'll be done

Message by You: Your board was. Not my issue who is on the board now. Your building has a contract with us, Thursday, March 14 2019, 10:46 PM

Your board was. Not my issue who is on the board now. Your building has a contract with us

Mar 14, 10:46 PM



Message by (917) 561-6505: I had nothing to do with you being thrown out, Thursday, March 14 2019, 10:46 PM

I had nothing to do with you being thrown out

(917) 561-6505 • Mar 14, 10:46 PM

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Message by You: You're on the board now, Thursday, March 14 2019, 10:46 PM

You're on the board now

Message by You: It's a small building. I don't believe that, Thursday, March 14 2019, 10:47 PM

It's a small building. I don't believe that

Mar 14, 10:47 PM



Message by (917) 561-6505: Let's regroup tomorrow, Thursday, March 14 2019, 10:48 PM

Let's regroup tomorrow

(917) 561-6505 • Mar 14, 10:48 PM